

# **EXHIBIT “A”**

IN THE UNITED STATES BANKRUPTCY COURT FOR THE  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

In re: ) Chapter 7  
TREND SOUND PROMOTER AMG CORP., ) Bankruptcy No. 14-13193  
Debtor(s). )  
\_\_\_\_\_) )  
BANKRUPTCY ESTATE OF TREND ) Adversary No. 14-01248  
SOUND PROMOTER AMG CORP., )  
by and through Nancy James, Bankruptcy )  
Trustee, )  
Plaintiff, )  
v. ) AMENDED COMPLAINT TO RECOVER  
VOLODIMYR PIGIDA and JANE DOE ) FRAUDULENT CONVEYANCE, OR IN  
PIGIDA, husband and wife, and the marital ) THE ALTERNATIVE TO RECOVER  
community comprised thereof, individually ) A PREFERENCE, AND TO ADD  
and as trustee of the Lakeshore Enterprises ) PARTY  
Trust; MARINA BONDARENKO and )  
JOHN DOE BONDARENKO, wife and )  
husband, and the marital community )  
comprised thereof, individually and as trustee )  
of the Lakeshore Enterprises Trust; and )  
SOUND T STUDIOS LLC, a Washington )  
limited liability company, )  
Defendants. )  
\_\_\_\_\_)

COMES NOW the trustee herein, Nancy James, through counsel, The Rigby Law Firm, and  
James Rigby, and states and alleges as follows:

**AMENDED COMPLAINT TO RECOVER  
FRAUDULENT CONVEYANCE, OR IN THE  
ALTERNATIVE TO RECOVER A PREFERENCE,  
AND TO ADD PARTY - 141120gCmp**

Page 1  
Declaration of James Rigby-- Page 4

THE RIGBY LAW FIRM  
600 Stewart Street, Suite 1908  
Seattle, WA 98101  
(206) 441-0826

1 I. PARTIES AND JURISDICTION

2 1. The plaintiff is the duly qualified and acting trustee of the estate of the above-named  
3 debtor.

4 2. Defendant Volodimyr Pigida (“Pigida”) is an individual believed to reside in King  
5 County, Washington.

6 3. Defendants Volodimyr Pigida and Jane Doe Pigida constitute a marital community  
7 and the actions of each were for the benefit of said community.

8 4. Defendant Marina Bondarenko (“Bondarenko”) is an individual believed to reside  
9 in King County, Washington.

10 5. Defendants Marina Bondarenko and John Doe Bondarenko constitute a marital  
11 community and the actions of each were for the benefit of said community.

12 6. Defendant Lakeshore Enterprises Trust is allegedly a trust with a mailing address of  
13 227 Bellevue Way N.E., #82, Bellevue, Washington 98004.

14 6a. Defendant SoundT Studios LLC (“SoundT”) is a Washington limited liability  
15 company.

16 7. Pigida and Bondarenko are, or were, principals, officers, owners, shareholders or  
17 insiders of the debtor.

18 8. On information and belief, Pigida and Bondarenko are trustees of Lakeshore  
19 Enterprises Trust.

20 9. This adversary proceeding is one arising in the Chapter 7 case of the above-named  
21 debtor now pending in this court. This court has jurisdiction over this adversary proceeding  
22 pursuant to 28 U.S.C. §§ 157, 1334 and 11 U.S.C. §§ 544, 548, 550 and 551. This is a core  
23 proceeding under 28 U.S.C. § 157(b)(2)(A), (E), (H) and (O). Venue in this court is proper under  
24 28 U.S.C. §§ 1391 and 1409.

1 II. FACTS

2 10. Debtor Trend Sound Promoter AMG Corp. filed a Chapter 11 bankruptcy petition  
3 on April 25, 2014. The case was converted to a Chapter 7 proceeding on June 2, 2014. Nancy  
4 James was appointed as the Chapter 7 trustee.

5 11. On or about January 27, 2014, the debtor transferred by wire \$1,454,448.11 to Ticor  
6 Title Company for the purchase of real property.

7 12. On or about January 29, 2014, the defendants caused to be recorded a Statutory  
8 Warranty Deed wherein the grantees were Pigida and Bondarenko as trustees of Lakeshore  
9 Enterprises Trust and the property transferred was the real property commonly referred to as 3713  
10 Lake Washington Blvd. North, Renton, Washington 98056, and legally described as:

11 Lot 1, City of Renton Lot Line Adjustment Number 003-88, recorded  
12 under Recording Number 8806219003, in King County, Washington.

13 13. The purchase price for the property of \$1,499,000 was paid entirely or substantially  
14 with funds of the debtor.

15 14. The transfer referenced above was for the benefit of Pigida and Bondarenko  
16 individually or, alternatively, as trustees for Lakeshore Enterprises Trust.

17 15. The debtor received no consideration in exchange for the transfer.

18 16. On the date of the transfer, the debtor was insolvent or, in the alternative, became  
19 insolvent as a result of the transfer.

20 17. The debtor made the transfer with the actual intent to hinder, delay or defraud its  
21 creditors.

22 18. After the transfer the remaining assets of the debtor were unreasonably small in  
23 relation to its business or other transactions.

24 19. The debtor intended to incur, or believed or reasonably should have believed that it  
25 would incur, debts beyond its ability to pay as they came due as a consequence of the transfer.



1 III. FIRST CAUSE OF ACTION - FRAUDULENT CONVEYANCE

2 20. By reason of the foregoing, the defendants are each liable to the plaintiff for the  
3 transfer pursuant to §§ 544, 548, 550 and 551 of the Bankruptcy Code, and RCW 19.40.041 and  
4 19.40.051.

5 IV. AMENDED ALLEGATIONS

6 21. Within one year prior to the filing of the petition commencing this case, the debtor  
7 transferred to the defendants, or on account of the defendants, unsecured creditors, the sum of  
8 \$1,499,999.

9 22. Upon information and belief, said payment was made for and on account of an  
10 antecedent debt owed by the debtor to SoundT . SoundT assigned the right to the defendants.

11 23. At the time of the transfer, the debtor was insolvent.

12 24. The transfer referred to in the preceding paragraphs enabled SoundT to receive more  
13 than it would have received under Chapter 7 of the Bankruptcy Code if the transfer had not been  
14 made.

15 V. SECOND CAUSE OF ACTION - PREFERENTIAL TRANSFER

16 25. By reason of the foregoing, the defendants are liable to the plaintiff in the sum stated  
17 above, plus any other money or property transferred by the debtor to the defendants or on account  
18 of the defendants, within one year of the filing of the bankruptcy petition, pursuant to Sections 547  
19 and 550 of the Bankruptcy Code.

20 WHEREFORE, plaintiff prays for judgment as follows:

21 a) avoiding the January 27, 2014 transfer of \$1,454,448.11, preserving the transfer for  
22 the estate and a money judgment against the defendants in that amount;

23 b) vesting title of the property located at 3713 Lake Washington Blvd. North, Renton,  
24 Washington 98056, in either the debtor or the bankruptcy estate;

25 c) for interest from the date of the transfer, plus costs and reasonable and/or statutory  
attorney's fees; and,

**AMENDED COMPLAINT TO RECOVER  
FRAUDULENT CONVEYANCE, OR IN THE  
ALTERNATIVE TO RECOVER A PREFERENCE,  
AND TO ADD PARTY - 141120gCmp**

Page 4  
Declaration of James Rigby-- Page 7

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d) for such further relief as this court deems just in the premises.

DATED this 13<sup>th</sup> day of January, 2015.

THE RIGBY LAW FIRM

/S/ *James Rigby*

James Rigby, WSBA #9658  
Of Attorneys for Plaintiff/Trustee

**AMENDED COMPLAINT TO RECOVER  
FRAUDULENT CONVEYANCE, OR IN THE  
ALTERNATIVE TO RECOVER A PREFERENCE,  
AND TO ADD PARTY - 141120gCmp Page 5**

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# **EXHIBIT “B”**

**UNITED STATES BANKRUPTCY COURT FOR THE  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE**

**In re:**

**TREND SOUND PROMOTER AMG CORP.,**  
  
**Debtors.**

**CHAPTER 7  
BANKRUPTCY NO. 14-13193**

**ADVERSARY NO. 14-01248**

**BANKRUPTCY ESTATE OF TREND SOUND  
PROMOTER AMG CORP, by and through  
Nancy James, Bankruptcy Trustee,**  
  
**Plaintiff,**

**ANSWER AND AFFIRMATIVE  
DEFENSES TO PLAINTIFF'S FIRST  
AMENDED COMPLAINT**

**vs.**

**VOLODIMYR PIGIDA and JANE DOE PIGIDA,**  
**husband and wife and the marital community**  
**comprised thereof, individually and as trustee of**  
**Villa Property Company Trust; and MARINA**  
**BONDARENKO and JOHN DOE**  
**BONDARENKO, wife and husband, and the**  
**marital community comprised thereof,**  
**individually and as trustee of the Lakeshore**  
**Enterprises Trust; and SOUND T STUDIOS, LLC,**  
**a Washington Limited Liability Company,**  
  
**Defendants.**

**ANSWER**

COME NOW Defendants, by and through the undersigned counsel, and present the following Answer to Plaintiff's Complaint. Each and every averment not specifically admitted, expressly including but in no way limited to headings, is denied.

1.1 Responding to the allegations set forth in Plaintiff's Amended Complaint, Paragraph 1, Defendants ADMIT the same.

1.2 Responding to the allegations set forth in Plaintiff's Amended Complaint, Paragraph 2, Defendants ADMIT the same.

1.3 Responding to the allegations set forth in Plaintiff's Amended Complaint, Paragraph 3, Defendants DENY the same.

1.4 Responding to the allegations set forth in Plaintiff's Amended Complaint, Paragraph 4, Defendants ADMIT the same.

1.5 Responding to the allegations set forth in Plaintiff's Amended Complaint, Paragraph 5, Defendants DENY the same.

1.6 Responding to the allegations set forth in Plaintiff's Amended Complaint, Paragraph 6, Defendants ADMIT the same.

1.7 Responding to the allegations set forth in Plaintiff's Amended Complaint, Paragraph 6a, Defendants ADMIT the same.

1.8 Responding to the allegations set forth in Plaintiff's Amended Complaint, Paragraph 7, Defendants ADMIT the same.

1.9 Responding to the allegations set forth in Plaintiff's Amended Complaint, Paragraph 8, Defendants ADMIT the same.

1           1.10    Responding to the allegations set forth in Plaintiff's Amended Complaint, Paragraph 9,  
2 Defendants ADMIT the same.

3           1.11    Responding to the allegations set forth in Plaintiff's Amended Complaint, Paragraph  
4 10, Defendants ADMIT the same.

5           1.12    Responding to the allegations set forth in Plaintiff's Amended Complaint, Paragraph  
6 11, Defendants DENY the same.

7           1.13    Responding to the allegations set forth in Plaintiff's Amended Complaint, Paragraph  
8 12, Defendants ADMIT that the subject property was purchased but DENY all allegations not  
9 specifically admitted and any inferences derived therefrom.  
10

11          1.14    Responding to the allegations set forth in Plaintiff's Amended Complaint, Paragraph  
12 13, Defendants DENY the same.

13          1.15    Responding to the allegations set forth in Plaintiff's Amended Complaint, Paragraph  
14 14, Defendants DENY the same.

15          1.16    Responding to the allegations set forth in Plaintiff's Amended Complaint, Paragraph  
16 15, Defendants DENY the same.

17          1.17    Responding to the allegations set forth in Plaintiff's Amended Complaint, Paragraph  
18 16, Defendants DENY the same.

19          1.18    Responding to the allegations set forth in Plaintiff's Amended Complaint, Paragraph  
20 17, Defendants DENY the same.

21          1.19    Responding to the allegations set forth in Plaintiff's Amended Complaint, Paragraph  
22 18, Defendants DENY the same.

23          1.20    Responding to the allegations set forth in Plaintiff's Amended Complaint, Paragraph  
24 19, Defendants DENY the same.  
25

1 1.21 Responding to the allegations set forth in Plaintiff's Amended Complaint, Paragraph  
2 20, Defendants DENY the same.

3 1.22 Responding to the allegations set forth in Plaintiff's Amended Complaint, Paragraph  
4 21, Defendants DENY the same.

5 1.23 Responding to the allegations set forth in Plaintiff's Amended Complaint, Paragraph  
6 22, Defendants ADMIT the same.

7 1.24 Responding to the allegations set forth in Plaintiff's Amended Complaint, Paragraph  
8 23, Defendants DENY the same.

9 1.25 Responding to the allegations set forth in Plaintiff's Amended Complaint, Paragraph  
10 24, Defendants DENY the same.

11 1.26 Responding to the allegations set forth in Plaintiff's Amended Complaint, Paragraph  
12 25, Defendants DENY the same.

13  
14 **DAMAGE PRAYER**

15 1.27 Responding to the allegations set forth in Plaintiff's Amended Complaint, Paragraph  
16 25(a), Defendants DENY the same.

17 1.28 Responding to the allegations set forth in Plaintiff's Amended Complaint, Paragraph  
18 25(b), Defendants DENY the same.

19 1.29 Responding to the allegations set forth in Plaintiff's Amended Complaint, Paragraph  
20 25(c), Defendants DENY the same.

21 1.30 Responding to the allegations set forth in Plaintiff's Amended Complaint, Paragraph  
22 25(d), Defendants DENY the same.

23  
24 **AFFIRMATIVE DEFENSES**

25 FURTHER, and by way of AFFIRMATIVE DEFENSE, Defendants respond as follows:

- 1 a. The Trustee has failed to state a claim on which relief can be granted;
- 2 b. If Defendants are determined to be purchasers, then Defendants are Bona Fide
- 3 Purchasers/Good Faith Transferees;
- 4 c. The Debtor was no insolvent at the time of the transfer;
- 5 d. The transfer was made for the reasonably equivalent value;
- 6 e. Defendants invoke the defenses of 11 U.S. § 548(c);
- 7 f. Defendants invoke the defenses of 11 U.S. § 548(b);
- 8 g. Defendants invoke the defenses of RCW § 19.40.081(a);
- 9 h. Defendants invoke the defenses of RCW § 19.40.081(d); and
- 10 i. The above defenses and affirmative defenses are based on the facts and information
- 11 currently known to Defendants. Defendants reserve the right to amend or add defenses or affirmative
- 12 defenses based on facts later discovered, pled, or offered.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Defendants request that Trustee's Amended Complaint be dismissed with

15 prejudice, that Trustee recovers nothing thereby, that Defendants be awarded their costs and attorneys'

16 fees incurred in defending against this action, that the Court give leave to amend this Answer to

17 conform to proof later discovered, pled or offered, and that the Court order such other and further

18 relief as the Court may deem just and equitable.

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25 ///



1 ///  
2 ///

Respectfully submitted this 4<sup>th</sup> day of February 2015.

MDK Law  
*Attorneys for Defendants*

/s/ *James P. Ware*

MARK D. KIMBALL, WSBA No. 13146

JAMES P. WARE, WSBA No. 36799

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# **EXHIBIT “C”**

IN THE UNITED STATES BANKRUPTCY COURT FOR THE  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

In re:	)	Chapter 7
	)	Bankruptcy No. 14-13193
TREND SOUND PROMOTER AMG CORP.,	)	
	)	
Debtor(s).	)	
<hr/>		
BANKRUPTCY ESTATE OF TREND	)	Adversary No. 14-01248
SOUND PROMOTER AMG CORP.,	)	
by and through Nancy James, Bankruptcy	)	
Trustee,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
VOLODIMYR PIGIDA and JANE DOE	)	PLAINTIFF'S FIRST
PIGIDA, husband and wife, and the marital	)	INTERROGATORIES
community comprised thereof, individually	)	<i>WITH ANSWERS AND</i>
and as trustee of the Lakeshore Enterprises	)	<i>OBJECTIONS THERETO</i>
Trust; and MARINA BONDARENKO and	)	
JOHN DOE BONDARENKO, wife and	)	
husband, and the marital community	)	
comprised thereof, individually and as trustee	)	
of the Lakeshore Enterprises Trust,	)	
	)	
Defendants.	)	
<hr/>		

TO: Nancy James on behalf of Bankruptcy Estate of Trend Sound Promoter AMG, Corp.

AND TO: James Rigby, her attorney.

Defendant states the following general objections to Plaintiff's First Set of Interrogatories. Any answers by Defendant to these First Set of Interrogatories are made subject to and without waiving any of the following general objections, which are incorporated into each and every answer and response.

In this matter, Defendant's investigation and discovery are continuing. As investigation and discovery proceed, witnesses, facts, documents, and other evidence may be disclosed or

1 learned that are not set forth hereinafter, but which may have been responsive to a First Set of  
2 Interrogatories propounded by Plaintiff if known at the time thereof. Facts and other evidence,  
3 although known, may be imperfectly understood and, accordingly, information may, in good faith,  
4 not be included in the following responses (the "Responses," and each individually, a "Response").  
5 Defendant reserves the right to supplement and amend its responses to these interrogatories.

6 Defendant reserves the right to refer to, conduct discovery with reference to or offer as  
7 evidence hereafter, such information that may have, in good faith, not been included in response to  
8 these interrogatories hereafter, despite their absence herein.

9 1. Defendant objects to any instructions and definitions set forth in the preamble to these  
10 interrogatories to the extent they seek information Defendant is not required to provide under the  
11 applicable Bankruptcy procedural rules or the Federal Rules of Civil Procedure and/or the local rules  
12 of the court in which this matter was filed.

13 2. Defendant objects to any instructions and definitions contained in the preamble to these  
14 interrogatories as overly broad, vague, confusing, burdensome and inconsistent with the under the  
15 applicable Bankruptcy procedural rules or the Federal Rules of Civil Procedure and/or the local  
16 rules of the court in which this matter was filed. Defendant will respond to the interrogatories in  
17 compliance with under the applicable Bankruptcy procedural rules or the Federal Rules of Civil  
18 Procedure and/or the local rules of the court in which this matter was filed and do not intend to be  
19 bound by any arbitrary instructions and definitions as stated in the preamble.

20 3. Defendant objects to each and every interrogatory insofar as it seeks information and/or  
21 identification of documents that is protected from disclosure by the attorney-client privilege and/or  
22 the work product doctrine, and/or other applicable privileges or doctrines. To the extent that  
23 Defendant inadvertently provides information and/or identify a document that may arguably be  
24 protected from disclosure by the attorney-client privilege and/or the work product doctrine, and/or  
25 other applicable privileges or doctrines, such inadvertent production does not constitute a waiver of  
any such privilege.

**PLAINTIFF'S FIRST  
INTERROGATORIES**  
140723dInt Page 2

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1 4. Defendant objects to these interrogatories to the extent that they are overly broad, vague,  
2 ambiguous, unduly burdensome, oppressive and/or not reasonably calculated to lead to the  
3 discovery of admissible evidence.

4 5. Defendant objects to these interrogatories to the extent that they call for a “dress rehearsal”  
5 of trial and call for evidence upon which Defendants intend to rely to prove any fact or set of facts.  
6 *See Weber v. Biddle*, 72 Wn.2d 22, 29, 431 P.2d 705 (1967).

7 6. Defendant object to these interrogatories to the extent that they seek information and/or  
8 identification of documents which are already in Defendants’ possession, custody, or control, or are  
9 by reasons of public filing or otherwise, readily accessible to Defendants.

10 7. Defendant objects to these interrogatories to the extent that they seek information and/or  
11 identification of documents provided in confidence to Defendant by third parties, which embody  
12 material that is private, business confidential, proprietary, and/or a trade secret, and which he has  
13 agreed not to disclose or disseminate, on the ground that such information and/or documents are  
14 privileged and/or private.

15 8. Certain information may be produced in a form which indicates that information has been  
16 redacted on the ground that the matter was (a) irrelevant and not reasonably calculated to lead to the  
17 discovery of admissible evidence, and/or (b) protected by an applicable privilege and/or the work  
18 product doctrine.

19 9. Nothing herein shall be construed as an admission or waiver by Defendant of Defendant’s  
20 (a) rights respecting admissibility, competency, relevance, privilege, materiality, and/or  
21 authenticity of the information provided in the responses, documents identified in the responses, or  
22 the subject matter thereof; (b) objection due to vagueness, ambiguity, or undue burden; and (c)  
23 rights to object to the use of information provided in the Responses, documents identified in the  
24 Responses or the subject matter contained therein during a subsequent proceeding, including the  
25 trial of this or any other action.

Without waiving his objections, and subject to continuing investigation, Defendant responds  
as follows:

**PLAINTIFF'S FIRST  
INTERROGATORIES**  
140723dInt Page 3

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1                   INTERROGATORY 1:

2                   Identify each person who assists in the preparation of the answers to these  
3 interrogatories.

4                   ANSWER:

5  
6                   *James P. Ware—Counsel*  
7                   *Mark D. Kimball—Counsel*  
8                   *Marina Bondarenko—named Defendant*  
                    *Volodymyr Pigida—named Defendant*

9                   *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*  
10                  *Interrogatory if new information becomes available.*

11  
12  
13  
14                  INTERROGATORY 2:

15                  Identify every trustee of defendant Lakeshore Enterprises Trust.

16                  ANSWER:

17  
18                  *Marina Bondarenko*  
19                  *Volodymyr Pigida*

20                  *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*  
21                  *Interrogatory if new information becomes available.*

1                   INTERROGATORY 3:

2                   Describe your relationship with the debtor.     Specifically, state:

- 3                   a)     whether or not you have ever been a principal, officer, owner, shareholder or
- 4                             insider of the debtor;
- 5                   b)     the dates during which you held such relationship;
- 6                   c)     your duties and responsibilities to the debtor with respect to such relationship;
- 7                             and
- 8                   d)     your compensation for same.

9                   ANSWER:

10

11

12

13                   *Former President, CEO, and sole Shareholder.*

14                   *Volodymyr Pigida formed Trend Sound Promoter AMG Corp. and served as its President/CEO*

15                   *until the Trustee transferred this bankruptcy into a Chapter 7.*

16                   *Created the vision of the Trend Sound Promoter AMG Corp. He performed oversight of all*

17                   *activities except for the payment of taxes. TSP had a CPA who filed the taxes (federal and*

18                   *state) for TSP. He oversaw the design and development of the projects for TSP. He would be*

19                   *involved with any problems with the advertising partner. His primary responsibility was to*

20                   *ensure the continuation and expansion of TSP.*

21                   *His annual salary was \$42,000.00*

22

23

24

25                   *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*

*Interrogatory if new information becomes available.*



1  
2  
3 INTERROGATORY 4:

4 Describe your relationship to Lakeshore Enterprises Trust.

5 ANSWER:  
6

7 *Volodimyr Pigida is a trustee of Lakeshore Enterprises Trust and owns 50 units in the trust.*  
8

9 *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*  
10 *Interrogatory if new information becomes available.*  
11  
12  
13

14 INTERROGATORY 5:  
15

16 Describe all knowledge you hold regarding the allegation in paragraph 11 of the  
17 Complaint to Recover Fraudulent Conveyance, that on or about January 27, 2014, the debtor  
18 transferred by wire \$1,454,448.11 to Ticor Title Company for the purchase of real property.

19 ANSWER:  
20

21 *Trend Sound Promoter AMG, Corp. entered into a distribution agreement with Soundtrack*  
22 *Studio in 2012. The distribution agreement granted TSP the right to license music owned by*  
23 *Soundtrack Studio, LLC for resale. As part of that distribution agreement, TSP was to pay*  
24 *Soundtrack a quarterly licensing fee. The fee was calculated quarterly based upon a certain*  
25 *percentage of revenue TSP generated from the sale of licensing agreements. Additionally, the*  
*distribution agreement authorized SoundTrack Studio both to assign the licensing fee to*  
*whomever it chose and to delay payment of the quarterly fee if it chose to. The funds that were*  
*transferred were licensing fees owed to Soundtrack Studio, LLC from quarterly licensing fees*  
*that had accrued during 2013.*

*Discovery is ongoing. Defendant reserves the right to supplement the answer to this*  
*Interrogatory if new information becomes available.*

**PLAINTIFF'S FIRST  
INTERROGATORIES**

140723dInt Page 6

Declaration of James Rigby-- Page 22

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1  
2  
3  
4  
5  
6 INTERROGATORY 6:

7 Identify each person who has knowledge concerning such transfer and the scope of their  
8 knowledge.

9 ANSWER:  
10

11 *Volodymyr Pigida—Has knowledge regarding the amount that TSP owed SoundTrack Studios in*  
12 *Licensing fees.*

13 *Marina Bondarenko—Has general knowledge of the contractual relationship between TSP and*  
14 *SoundTrack Studios, LLC and the reason for the transfer of the funds.*

15 *Vated Duane—Bank of America Employee that facilitated in the wire transfer.*

16 *Agents at Ticor Title Company—Ticor handled the escrow.*

17 *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*  
18 *Interrogatory if new information becomes available.*

19  
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**PLAINTIFF'S FIRST  
INTERROGATORIES**

140723dInt Page 7

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1                   INTERROGATORY 7:

2                   Describe your knowledge concerning paragraph 12 of the Complaint to Recover  
3                   Fraudulent Conveyance regarding the purchase of real property, and identify all persons who  
4                   have knowledge concerning that transaction.

5                   ANSWER:

6  
7                   *I served as co-trustee in the purchase of the subject property by Lakeshore Enterprises Trust. I*  
8                   *also selected the property because it could serve as a recording studio and a residence.*  
9                   *Furthermore, I had the funds transferred to Lakeshore as the assignee from Soundtrack Studio,*  
10                  *LLC.*

10                  *Persons with knowledge*  
11                  *Volodymyr Pigida*  
12                  *Marina Bondarenko*  
13                  *Valentin Gaifouline—realtor*  
14                  *Agent at Ticor Title*  
15                  *Agent at Escrow Services, Inc.*

16  
17                  *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*  
18                  *Interrogatory if new information becomes available.*  
19  
20  
21

22                   INTERROGATORY 8:

23                   Identify the source of funds used to purchase the real property described in paragraph 12  
24                   of the Complaint to Recover Fraudulent Conveyance.

25                   ANSWER:

*On or about January 20, 2014, SoundTrack Studio, LLC assigned \$1,454,448.11 of licensing*  
                  *fees owed to Ticor Title. The purpose of the assignment was to purchase the subject property.*  
                  *The subject property is used as a studio, office, and residence. Soundtrack Studio, LLC uses the*

1 lower half of the property as an office/recording studio. The upper portion is used as a  
2 personal residence by Volodymyr Pigida. This arrangement was agreed to by Pigida and  
3 Soundtrack Studio, LLC. Because Soundtrack Studios had delayed payment of some of its  
4 licensing fees that had accrued in 2013, the amount assigned to Ticor Title was due and owing at  
5 the time of the assignment.

6  
7 Discovery is ongoing. Defendant reserves the right to supplement the answer to this  
8 Interrogatory if new information becomes available.

9  
10 INTERROGATORY 9:

11 Describe the reason for the transfer of funds from the debtor to Ticor Title Company as  
12 set forth in paragraph 11 of the Complaint to Recover Fraudulent Conveyance.

13 ANSWER:

14 First, the funds were due and owing to Soundtrack Studio, LLC. Therefore, it had the absolute  
15 right to assign the funds to Ticor Title per the terms of the distribution agreement. Second,  
16 Soundtrack Studio, LLC and Volodymyr Pigida agreed to have the funds transferred in order for  
17 Lakeshore Enterprises Trust to purchase the property.

18 Discovery is ongoing. Defendant reserves the right to supplement the answer to this  
19 Interrogatory if new information becomes available.

20 INTERROGATORY 10:

21 Describe the consideration received by the debtor for the transfer described in paragraph  
22 11 of the Complaint to Recover Fraudulent Conveyance.

23 ANSWER:

24 Soundtrack Studio licensed music to Trend Sound Promoter AMG, Corp. In exchange,  
25 Soundtrack Studio was to receive quarterly licensing fees that were based upon the revenue  
generated by Trend Sound Promoters AMG, Corp.'s relicensing of Soundtrack Studio, LLC's  
music.

**PLAINTIFF'S FIRST  
INTERROGATORIES**

140723dInt Page 9

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Suite 1908  
Seattle, WA 98101  
(206) 441-0826



1 *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*  
2 *Interrogatory if new information becomes available.*

3  
4  
5 INTERROGATORY 11:

6 Describe all knowledge you have regarding the debtor's solvency or insolvency on  
7 January 27, 2014, and identify every person who has any knowledge regarding the debtor's  
8 solvency or insolvency on that date.

9 ANSWER:

10 *On January 27, 2014 Trend Sound Promoter had 2,447,566.18 in its bank accounts. This*  
11 *closing balance was the balance after TSP paid SoundTrack Studio, LLC a portion of the*  
12 *licensing fees that were owed. TSP's monthly revenue around this time was well in*  
*excess of \$2,500,000.00. In January 2014 revenue was over \$6,000,000.00.*

13 *The parties who would have knowledge of Trend Sound Promoter AMG, Corp.'s solvency as of*  
14 *January 27, 2014 are the following:*

15 *Volodymyr Pigida*

*Vladimir Raskin, CPA*

16 *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*  
17 *Interrogatory if new information becomes available.*

18  
19  
20  
21 DATED this 25<sup>th</sup> day of July, 2014.

22 THE RIGBY LAW FIRM

23  
24 /S/ James Rigby

25 James Rigby, WSBA #9658  
Of Attorneys for Plaintiff/Trustee


PLAINTIFF'S FIRST  
INTERROGATORIES  
140723dInt Page 10

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Suite 1908  
Seattle, WA 98101  
(206) 441-0826

1 **STATEMENT UNDER PENALTY OF PERJURY**

2 The undersigned certifies under the penalty of perjury that he is the defendant, that he has  
3 read the foregoing, knows the contents thereof, and believes the same to be true.


4 DATED this 25<sup>th</sup> day of August, 2014.

5  
6   
7 Volodymyr Pigida

8 The undersigned has read the foregoing responses and objections to discovery requests  
9 and certifies they are in compliance with Rule 26(g), Fed. R. Civ. P. and Bankruptcy Rule 7026.

10 DATED this 25<sup>th</sup> day of August, 2014..  
11 ~~26<sup>th</sup>~~

12 MDK LAW

13   
14 Mark D. Kimball, WSBA #13146  
15 James P. Ware, WSBA #36799  
16 Of Attorneys for Defendants  
17  
18  
19  
20  
21  
22  
23  
24  
25

RESERVED

RESERVED

# **EXHIBIT “D”**



IN THE UNITED STATES BANKRUPTCY COURT FOR THE  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

In re:	)	Chapter 7
	)	Bankruptcy No. 14-13193
TREND SOUND PROMOTER AMG CORP.,	)	
	)	
Debtor(s).	)	
<hr/>		
BANKRUPTCY ESTATE OF TREND	)	Adversary No. 14-01248
SOUND PROMOTER AMG CORP.,	)	
by and through Nancy James, Bankruptcy	)	
Trustee,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
VOLODIMYR PIGIDA and JANE DOE	)	
PIGIDA, husband and wife, and the marital	)	PLAINTIFF'S FIRST
community comprised thereof, individually	)	INTERROGATORIES
and as trustee of the Lakeshore Enterprises	)	<i>WITH ANSWERS AND</i>
Trust; and MARINA BONDARENKO and	)	<i>OBJECTIONS THERETO</i>
JOHN DOE BONDARENKO, wife and	)	
husband, and the marital community	)	
comprised thereof, individually and as trustee	)	
of the Lakeshore Enterprises Trust,	)	
	)	
Defendants.	)	
<hr/>		

TO: Nancy James on behalf of Bankruptcy Estate of Trend Sound Promoter AMG, Corp.

AND TO: James Rigby, her attorney.

Defendant states the following general objections to Plaintiff's First Set of Interrogatories. Any answers by Defendant to these First Set of Interrogatories are made subject to and without waiving any of the following general objections, which are incorporated into each and every answer and response.

In this matter, Defendant's investigation and discovery are continuing. As investigation and discovery proceed, witnesses, facts, documents, and other evidence may be disclosed or

1 learned that are not set forth hereinafter, but which may have been responsive to a First Set of  
2 Interrogatories propounded by Plaintiff if known at the time thereof. Facts and other evidence,  
3 although known, may be imperfectly understood and, accordingly, information may, in good faith,  
4 not be included in the following responses (the "Responses," and each individually, a "Response").  
5 Defendant reserves the right to supplement and amend its responses to these interrogatories.

6 Defendant reserves the right to refer to, conduct discovery with reference to or offer as  
7 evidence hereafter, such information that may have, in good faith, not been included in response to  
8 these interrogatories hereafter, despite their absence herein.

9 1. Defendant objects to any instructions and definitions set forth in the preamble to these  
10 interrogatories to the extent they seek information Defendant is not required to provide under the  
11 applicable Bankruptcy procedural rules or the Federal Rules of Civil Procedure and/or the local rules  
12 of the court in which this matter was filed.

13 2. Defendant objects to any instructions and definitions contained in the preamble to these  
14 interrogatories as overly broad, vague, confusing, burdensome and inconsistent with the under the  
15 applicable Bankruptcy procedural rules or the Federal Rules of Civil Procedure and/or the local  
16 rules of the court in which this matter was filed. Defendant will respond to the interrogatories in  
17 compliance with under the applicable Bankruptcy procedural rules or the Federal Rules of Civil  
18 Procedure and/or the local rules of the court in which this matter was filed and do not intend to be  
19 bound by any arbitrary instructions and definitions as stated in the preamble.

20 3. Defendant objects to each and every interrogatory insofar as it seeks information and/or  
21 identification of documents that is protected from disclosure by the attorney-client privilege and/or  
22 the work product doctrine, and/or other applicable privileges or doctrines. To the extent that  
23 Defendant inadvertently provides information and/or identify a document that may arguably be  
24 protected from disclosure by the attorney-client privilege and/or the work product doctrine, and/or  
25 other applicable privileges or doctrines, such inadvertent production does not constitute a waiver of  
any such privilege.

**PLAINTIFF'S FIRST  
INTERROGATORIES**  
140725gInt Page 2

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(206) 441-0826



1           4. Defendant objects to these interrogatories to the extent that they are overly broad, vague,  
2 ambiguous, unduly burdensome, oppressive and/or not reasonably calculated to lead to the  
3 discovery of admissible evidence.

4           5. Defendant objects to these interrogatories to the extent that they call for a “dress rehearsal”  
5 of trial and call for evidence upon which Defendants intend to rely to prove any fact or set of facts.  
6 *See Weber v. Biddle*, 72 Wn.2d 22, 29, 431 P.2d 705 (1967).

7           6. Defendant object to these interrogatories to the extent that they seek information and/or  
8 identification of documents which are already in Defendants’ possession, custody, or control, or are  
9 by reasons of public filing or otherwise, readily accessible to Defendants.

10          7. Defendant objects to these interrogatories to the extent that they seek information and/or  
11 identification of documents provided in confidence to Defendant by third parties, which embody  
12 material that is private, business confidential, proprietary, and/or a trade secret, and which he has  
13 agreed not to disclose or disseminate, on the ground that such information and/or documents are  
14 privileged and/or private.

15          8. Certain information may be produced in a form which indicates that information has been  
16 redacted on the ground that the matter was (a) irrelevant and not reasonably calculated to lead to the  
17 discovery of admissible evidence, and/or (b) protected by an applicable privilege and/or the work  
18 product doctrine.

19          9. Nothing herein shall be construed as an admission or waiver by Defendant of Defendant’s  
20 (a) rights respecting admissibility, competency, relevance, privilege, materiality, and/or  
21 authenticity of the information provided in the responses, documents identified in the responses, or  
22 the subject matter thereof; (b) objection due to vagueness, ambiguity, or undue burden; and (c)  
23 rights to object to the use of information provided in the Responses, documents identified in the  
24 Responses or the subject matter contained therein during a subsequent proceeding, including the  
25 trial of this or any other action.

Without waiving his objections, and subject to continuing investigation, Defendant responds  
as follows:

**PLAINTIFF'S FIRST  
INTERROGATORIES**  
140725gInt Page 3

Declaration of James Rigby-- Page 33

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(206) 441-0826

1                   INTERROGATORY 1:

2                   Identify each person who assists in the preparation of the answers to these  
3 interrogatories.

4                   ANSWER:

5  
6 *James P. Ware—Counsel*  
7 *Mark D. Kimball—Counsel*  
8 *Marina Bondarenko—named Defendant*  
9 *Volodymyr Pigida—named Defendant*

10 *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*  
11 *Interrogatory if new information becomes available.*

12  
13  
14  
15                   INTERROGATORY 2:

16                   Identify every trustee of defendant Lakeshore Enterprises Trust.

17                   ANSWER:

18  
19 *Volodymyr Pigida*  
20 *Marina Bondarenko*

21 *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*  
22 *Interrogatory if new information becomes available.*

23  
24  
25  
**PLAINTIFF'S FIRST  
INTERROGATORIES**

140725gInt Page 4

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1                   INTERROGATORY 3:

2                   Describe your relationship with the debtor.     Specifically, state:

- 3                   a)     whether or not you have ever been a principal, officer, owner, shareholder or
- 4                             insider of the debtor;
- 5                   b)     the dates during which you held such relationship;
- 6                   c)     your duties and responsibilities to the debtor with respect to such relationship;
- 7                             and
- 8                   d)     your compensation for same.

9                   ANSWER:

10

11

12                   *From July 16, 2013 through March 2014, Marina Bondarenko held the title of Vice President. As*

13                   *Vice President, Ms. Bondarenko's duties were to assist Volodymyr Pigida in meetings by*

14                   *translating for him and worked to secure advertising partners and met with influential people in*

15                   *the entertainment industry in hopes of securing access to a larger catalog of music. Ms.*

16                   *Bondarenko assisted in coordinating the work load for the all projects TPS was developing at the*

17                   *time between developers, contractors, marketing department and Mr. Pigida, as well as, assisted*

18                   *in hiring additional help to maximize speed and quality of project development such as AVO*

19                   *AdMarket and AdMarket List, TS Music Catalog, IECC, MyeTrend, tVitlas, MyWuze Services,*

20                   *etc., to increase revenue growth for TSP.*

21                   *Ms. Bondarenko also helped Mr. Pigida with the day to day operations of Trend Sound Promoter*

22                   *AMG, Corp. However, did not have the authority to act without Mr. Pigida's authorization.*

23                   *Annual Salary: \$37,500.00*

24                   *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*

25                   *Interrogatory if new information becomes available.*



1                   INTERROGATORY 4:

2                   Describe your relationship to Lakeshore Enterprises Trust.

3                   ANSWER:

4

5                   *I am a co-trustee and own 50 units in the trust.*

6

7                   *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*  
8                   *Interrogatory if new information becomes available.*

1                   INTERROGATORY 5:

2                   Describe all knowledge you hold regarding the allegation in paragraph 11 of the  
3 Complaint to Recover Fraudulent Conveyance, that on or about January 27, 2014, the debtor  
4 transferred by wire \$1,454,448.11 to Ticor Title Company for the purchase of real property.  
5

6                   ANSWER:

7                   *Trend Sound Promoter AMG, Corp. entered into a distribution agreement with Soundtrack*  
8 *Studio in 2012. The distribution agreement granted TSP the right to license music owned by*  
9 *Soundtrack Studio, LLC for resale. As part of that distribution agreement, TSP was to pay*  
10 *Soundtrack a quarterly licensing fee. The fee was calculated quarterly based upon a certain*  
11 *percentage of revenue TSP generated from the sale of licensing agreements. Additionally, the*  
12 *distribution agreement authorized SoundTrack Studios both to assign the license fee to*  
*whomever it chose and to delay payment of the quarterly fee if it chose to. The funds that were*  
*transferred were licensing fees owed to Soundtrack Studio, LLC from quarterly licensing fees*  
*that had accrued during 2013.*

13                   *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*  
14 *Interrogatory if new information becomes available.*

15  
16  
17  
18  
19  
20                   INTERROGATORY 6:

21                   Identify each person who has knowledge concerning such transfer and the scope of their  
22 knowledge.  
23

24                   ANSWER:

1 *Volodimir Pigida—Has knowledge regarding the amount that TSP owed SoundTrack Studios in*  
2 *Licensing fees.*

3 *Marina Bondarenko—Has general knowledge of the contractual relationship between TSP and*  
4 *SoundTrack Studios, LLC and the reason for the transfer of the funds.*

5 *Vated Duane—Bank of America Employee that facilitated in the wire transfer.*

6 *Agents at Ticor Title Company—Ticor handled the escrow.*

7 *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*  
8 *Interrogatory if new information becomes available.*

9  
10 INTERROGATORY 7:

11 Describe your knowledge concerning paragraph 12 of the Complaint to Recover  
12 Fraudulent Conveyance regarding the purchase of real property, and identify all persons who  
13 have knowledge concerning that transaction.

14 ANSWER:

15  
16  
17 *I served as co-trustee in the purchase of the subject property by Lakeshore Enterprises Trust.*  
18 *Volodimir Pigida selected the property. He told me that he selected the property because it*  
19 *could serve as a recording studio and a residence. Furthermore, Volodimir Pigida told me*  
20 *that he had the funds transferred to Lakeshore as the assignee from Soundtrack Studio, LLC.*

21 *Persons with knowledge*  
22 *Volodimir Pigida*  
23 *Marina Bondarenko*  
24 *Valentin Gaifouline—realtor*  
25 *Agent at Ticor Title*  
*Agent at Escrow Services, Inc.*

*Discovery is ongoing. Defendant reserves the right to supplement the answer to this*  
*Interrogatory if new information becomes available.*

**PLAINTIFF'S FIRST  
INTERROGATORIES**

140725gInt Page 8

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(206) 441-0826



1  
2  
3  
4  
5 INTERROGATORY 8:

6 Identify the source of funds used to purchase the real property described in paragraph 12  
7 of the Complaint to Recover Fraudulent Conveyance.

8 ANSWER:  
9  
10

11 *On or about January 20, 2014, Soundtrack Studio, LLC assigned \$1,454,448.11 of licensing fees*  
12 *owed to Ticor Title. The purpose of the assignment was to purchase the subject property. The*  
13 *subject property is used as a studio, office, and residence. Soundtrack Studio, LLC uses the*  
14 *lower half of the residence as an office/recording studio. The upper portion is used as a*  
15 *personal residence by Volodymyr Pigida. This arrangement is agreed to by Pigida and*  
16 *Soundtrack Studio, LLC. Because Soundtrack Studio had delayed payment of some of its*  
17 *licensing fees that had accrued in 2013, the amount assigned to Ticor Title was due and owing at*  
18 *the time of the assignment.*

19 *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*  
20 *Interrogatory if new information becomes available.*

21 INTERROGATORY 9:

22 Describe the reason for the transfer of funds from the debtor to Ticor Title Company as  
23 set forth in paragraph 11 of the Complaint to Recover Fraudulent Conveyance.

24 ANSWER:

25 *First, the funds were due and owing to Soundtrack Studio, LLC. Therefore, it had the absolute*  
*right to assign the funds to Ticor Title per the terms of the distribution agreement. Second,*  
*Soundtrack Studio, LLC and Volodymyr Pigida agreed to have the funds transferred in order for*  
*Lakeshore Enterprises Trust to purchase the property.*

**PLAINTIFF'S FIRST  
INTERROGATORIES**  
140725gInt Page 9

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Seattle, WA 98101  
(206) 441-0826

1 *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*  
2 *Interrogatory if new information becomes available.*

3  
4  
5 The reason that the funds were transferred was because the funds were licensing fees due and  
6 owing to Sound Track Studio and were assigned by Sound Track Studio to Volodymyr Pigida.  
7

8  
9  
10  
11  
12 INTERROGATORY 10:

13 Describe the consideration received by the debtor for the transfer described in paragraph  
14 11 of the Complaint to Recover Fraudulent Conveyance.  
15

16 ANSWER:  
17

18 *Soundtrack Studio licensed music to Trend Sound Promoter AMG, Corp. In exchange,*  
19 *Soundtrack Studio was to receive quarterly licensing fees that were based upon the revenue*  
20 *generated by Trend Sound Promoters AMG, Corp.'s relicensing of Soundtrack Studio, LLC's*  
*music.*

21 *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*  
22 *Interrogatory if new information becomes available.*  
23  
24  
25

1  
2  
3 INTERROGATORY 11:

4 Describe all knowledge you have regarding the debtor's solvency or insolvency on  
5 January 27, 2014, and identify every person who has any knowledge regarding the debtor's  
6 solvency or insolvency on that date.

7 ANSWER:

8 *At the time of the transfer of funds in January, 2014, I had no knowledge of the company's*  
9 *finances as it was not my responsibility. However, since this litigation was initiated, I have*  
10 *learned the following information:*

11 *On January 27, 2014 Trend Sound Promoter had 2,447,566.18 in its bank accounts. This*  
12 *closing balance was the balance after TSP paid Soundtrack Studio, LLC a portion of the*  
13 *licensing fees that were owed. TSP's monthly revenue around this time was in excess of*  
14 *\$2,500,000.00.*

15 *The parties who would have knowledge of Trend Sound Promoter AMG, Corp.'s solvency as of*  
16 *January 27, 2014 are the following:*  
17 *Volodymyr Pigida*  
18 *Vladimir Raskin, CPA*

19 *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*  
20 *Interrogatory if new information becomes available.*  
21  
22  
23

24 DATED this 25<sup>th</sup> day of July, 2014.

25 THE RIGBY LAW FIRM

*/S/ James Rigby*

**PLAINTIFF'S FIRST  
INTERROGATORIES**  
140725gInt Page 11

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Suite 1908  
Seattle, WA 98101  
(206) 441-0826



James Rigby, WSBA #9658  
Of Attorneys for Plaintiff/Trustee

**STATEMENT UNDER PENALTY OF PERJURY**

The undersigned certifies under the penalty of perjury that she is the defendant, that she has read the foregoing, knows the contents thereof, and believes the same to be true.

DATED this 25<sup>th</sup> day of August, 2014.

\_\_\_\_\_  
Marina Bondarenko

The undersigned has read the foregoing responses and objections to discovery requests and certifies they are in compliance with Rule 26(g), Fed. R. Civ. P. and Bankruptcy Rule 7026.

DATED this ~~25~~<sup>26</sup><sup>th</sup> day of August, 2014..

MDK LAW

\_\_\_\_\_  
Mark D. Kimball, WSBA #13146  
James P. Ware, WSBA #36799  
Of Attorneys for Defendants

James Rigby, WSBA #9658  
Of Attorneys for Plaintiff/Trustee

**STATEMENT UNDER PENALTY OF PERJURY**

The undersigned certifies under the penalty of perjury that she is the defendant, that she has read the foregoing, knows the contents thereof, and believes the same to be true.

DATED this 25<sup>th</sup> day of August, 2014.



Marina Bondarenko

The undersigned has read the foregoing responses and objections to discovery requests and certifies they are in compliance with Rule 26(g), Fed. R. Civ. P. and Bankruptcy Rule 7026.

DATED this 25<sup>th</sup> day of August, 2014..

MDK LAW

Mark D. Kimball, WSBA #13146  
James P. Ware, WSBA #36799  
Of Attorneys for Defendants

# **EXHIBIT “E”**

IN THE UNITED STATES BANKRUPTCY COURT FOR THE  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

In re:	)	Chapter 7
	)	Bankruptcy No. 14-13193
TREND SOUND PROMOTER AMG CORP.,	)	
	)	
Debtor(s).	)	
<hr/>		
BANKRUPTCY ESTATE OF TREND	)	Adversary No. 14-01248
SOUND PROMOTER AMG CORP.,	)	
by and through Nancy James, Bankruptcy	)	
Trustee,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
VOLODIMYR PIGIDA and JANE DOE	)	PLAINTIFF'S FIRST
PIGIDA, husband and wife, and the marital	)	INTERROGATORIES
community comprised thereof, individually	)	<i>WITH ANSWERS AND</i>
and as trustee of the Lakeshore Enterprises	)	<i>OBJECTIONS THERETO</i>
Trust; and MARINA BONDARENKO and	)	
JOHN DOE BONDARENKO, wife and	)	
husband, and the marital community	)	
comprised thereof, individually and as trustee	)	
of the Lakeshore Enterprises Trust,	)	
	)	
Defendants.	)	
<hr/>		

TO: Nancy James on behalf of Bankruptcy Estate of Trend Sound Promoter AMG, Corp.

AND TO: James Rigby, her attorney.

Defendant states the following general objections to Plaintiff's First Set of Interrogatories. Any answers by Defendant to these First Set of Interrogatories are made subject to and without waiving any of the following general objections, which are incorporated into each and every answer and response.

In this matter, Defendant's investigation and discovery are continuing. As investigation and discovery proceed, witnesses, facts, documents, and other evidence may be disclosed or



1 learned that are not set forth hereinafter, but which may have been responsive to a First Set of  
2 Interrogatories propounded by Plaintiff if known at the time thereof. Facts and other evidence,  
3 although known, may be imperfectly understood and, accordingly, information may, in good faith,  
4 not be included in the following responses (the "Responses," and each individually, a "Response").  
5 Defendant reserves the right to supplement and amend its responses to these interrogatories.

6 Defendant reserves the right to refer to, conduct discovery with reference to or offer as  
7 evidence hereafter, such information that may have, in good faith, not been included in response to  
8 these interrogatories hereafter, despite their absence herein.

9 1. Defendant objects to any instructions and definitions set forth in the preamble to these  
10 interrogatories to the extent they seek information Defendant is not required to provide under the  
11 applicable Bankruptcy procedural rules or the Federal Rules of Civil Procedure and/or the local rules  
12 of the court in which this matter was filed.

13 2. Defendant objects to any instructions and definitions contained in the preamble to these  
14 interrogatories as overly broad, vague, confusing, burdensome and inconsistent with the under the  
15 applicable Bankruptcy procedural rules or the Federal Rules of Civil Procedure and/or the local  
16 rules of the court in which this matter was filed. Defendant will respond to the interrogatories in  
17 compliance with under the applicable Bankruptcy procedural rules or the Federal Rules of Civil  
18 Procedure and/or the local rules of the court in which this matter was filed and do not intend to be  
19 bound by any arbitrary instructions and definitions as stated in the preamble.

20 3. Defendant objects to each and every interrogatory insofar as it seeks information and/or  
21 identification of documents that is protected from disclosure by the attorney-client privilege and/or  
22 the work product doctrine, and/or other applicable privileges or doctrines. To the extent that  
23 Defendant inadvertently provides information and/or identify a document that may arguably be  
24 protected from disclosure by the attorney-client privilege and/or the work product doctrine, and/or  
25 other applicable privileges or doctrines, such inadvertent production does not constitute a waiver of  
any such privilege.

**PLAINTIFF'S FIRST  
INTERROGATORIES**  
140723gInt Page 2

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1 4. Defendant objects to these interrogatories to the extent that they are overly broad, vague,  
2 ambiguous, unduly burdensome, oppressive and/or not reasonably calculated to lead to the  
3 discovery of admissible evidence.

4 5. Defendant objects to these interrogatories to the extent that they call for a "dress rehearsal"  
5 of trial and call for evidence upon which Defendants intend to rely to prove any fact or set of facts.  
6 *See Weber v. Biddle*, 72 Wn.2d 22, 29, 431 P.2d 705 (1967).

7 6. Defendant object to these interrogatories to the extent that they seek information and/or  
8 identification of documents which are already in Defendants' possession, custody, or control, or are  
9 by reasons of public filing or otherwise, readily accessible to Defendants.

10 7. Defendant objects to these interrogatories to the extent that they seek information and/or  
11 identification of documents provided in confidence to Defendant by third parties, which embody  
12 material that is private, business confidential, proprietary, and/or a trade secret, and which he has  
13 agreed not to disclose or disseminate, on the ground that such information and/or documents are  
14 privileged and/or private.

15 8. Certain information may be produced in a form which indicates that information has been  
16 redacted on the ground that the matter was (a) irrelevant and not reasonably calculated to lead to the  
17 discovery of admissible evidence, and/or (b) protected by an applicable privilege and/or the work  
18 product doctrine.

19 9. Nothing herein shall be construed as an admission or waiver by Defendant of Defendant's  
20 (a) rights respecting admissibility, competency, relevance, privilege, materiality, and/or  
21 authenticity of the information provided in the responses, documents identified in the responses, or  
22 the subject matter thereof; (b) objection due to vagueness, ambiguity, or undue burden; and (c)  
23 rights to object to the use of information provided in the Responses, documents identified in the  
24 Responses or the subject matter contained therein during a subsequent proceeding, including the  
25 trial of this or any other action.

Without waiving his objections, and subject to continuing investigation, Defendant responds  
as follows:

**PLAINTIFF'S FIRST  
INTERROGATORIES**  
140723gInt Page 3

THE RIGBY LAW  
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600 Stewart Street,  
Suite 1908  
Seattle, WA 98101  
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1                   INTERROGATORY 1:

2                   Describe your relationship to Lakeshore Enterprises Trust.

3                   ANSWER:

4  
5                   *I am one of the two trustees and own 50 units in the trust.*

6  
7                   *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*  
8                   *Interrogatory if new information becomes available.*

9  
10  
11                   INTERROGATORY 2:

12                   Identify every trustee of Lakeshore Enterprises Trust.

13                   ANSWER:

14  
15  
16                   *Volodymyr Pigida*  
17                   *Marina Bondarenko*

18                   *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*  
19                   *Interrogatory if new information becomes available.*

1                   INTERROGATORY 3:

2                   Identify each document relating to the formation, governance and operation of Lakeshore  
3                   Enterprises Trust.

4                   ANSWER:

- 5
- 6                   1. *Contract and Declaration of Trust for the formation of Lakeshore Enterprises Trust*  
7                   2. *All associated minutes and declarations.*  
8                   3. *Joint Property Purchase and Use Agreement between Volodymyr Pigida and Soundtrack Studio, LLC.*

9                   *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*  
10                  *Interrogatory if new information becomes available.*

11

12

13

14                  INTERROGATORY 4:

15                  Describe Lakeshore Enterprises Trust's involvement in the transfer described in  
16                  paragraph 11 of the Complaint to Recover Fraudulent Conveyance.

17                  ANSWER:

18

19

20                  *As noted above, Soundtrack Studio, LLC was entitled to receive quarterly licensing fees from*  
21                  *Trend Sound Promoter AMG, Corp. pursuant to the distribution agreement the parties entered*  
22                  *into. Soundtrack Studio assigned a portion of its fees to Ticor Trust in order to purchase the*  
23                  *subject proeprty. Volodymyr Pigida arranged for the transfer of funds (which again were the*  
24                  *licensing fees that accumulated throughout 2013) per Ticor Title Company's instructions.*

25                  *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*  
                    *Interrogatory if new information becomes available.*

1  
2 INTERROGATORY 5:

3 Describe Lakeshore Enterprises Trust's involvement in the purchase of the real estate  
4 described in paragraph 12 of the Complaint to Recover Fraudulent Conveyance.

5 ANSWER:  
6  
7

8 *As noted above, Soundtrack Studio, LLC was entitled to receive quarterly licensing fees from*  
9 *Trend Sound Promoter AMG, Corp. pursuant to the licensing agreement the parties entered*  
10 *into. Soundtrack Studio assigned some of its fees for 2013 to Ticor Trust so that Lakeshore*  
11 *Enterprises Trust could purchase the subject property. Volodymyr Pigida arranged for the*  
*transfer of funds (which again where the licensing fees that accumulated throughout 2013) per*  
*Ticor Title Company's instructions.*

12 *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*  
13 *Interrogatory if new information becomes available.*  
14  
15  
16  
17

18 INTERROGATORY 6:

19 Describe the consideration transferred by Lakeshore Enterprises Trust or any beneficiary  
20 thereof to Trend Sound Promoter AMG Corp. in exchange for the transfer of funds referenced in  
21 paragraph 11 of the Complaint to Recover Fraudulent Conveyance.

22 ANSWER:

23 *As noted previously, Soundtrack Studio, LLC entered into a distribution agreement with Trend*  
24 *Sound Promoter AMG, Corp. whereby TSP had the right to relicense music owned by*  
25 *Soundtrack Studio, LLC. Pursuant to the terms of the parties' agreement, Soundtrack was to*  
*receive quarterly licensing fees from TSP. Therefore, the consideration was given by*  
*Soundtrack Studio, LLC to TSP. Additionally, pursuant to the terms of the agreement*  
*Soundtrack Studio could delay payment of the quarterly licensing fees and assign the right to*  
*receive the quarterly licensing fees to a third party. Here, payment of some of 2013 licensing*



1 fees were delayed by Soundtrack Studio and assigned to Ticor Title. Accordingly, the transfer  
2 was for the use of Soundtrack Studio's catalog for the year 2013.

3 *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*  
4 *Interrogatory if new information becomes available.*

5  
6 INTERROGATORY 7:

7 Describe why Lakeshore Enterprises Trust engaged in the purchase described in  
8 paragraph 12 of the Complaint to Recover Fraudulent Conveyance.

9 ANSWER:

10  
11 *When the property was purchased, the parties agreed that Lakeshore Enterprises Trust would*  
12 *purchase the property in order to allow Soundtrack Studio, LLC to use the ground floor of the*  
13 *property as an office/recording studio with the upper portion of the property used as a residence*  
14 *by Volodymyr Pigida. Soundtrack Studio and Pigida had decided in June of 2013 that the*  
15 *rental costs associated with renting a recording studio for Soundtrack to use were too high. By*  
16 *entering into the agreement to have a property that can be used both as a recording studio and a*  
17 *residence, Pigida and Soundtrack Studio, LLC anticipated that their overall costs, i.e. costs of*  
18 *renting a residence and a recording studio, would decrease. Lakeshore Enterprises Trust was*  
19 *merely the vehicle through which the property was purchased.*

20 *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*  
21 *Interrogatory if new information becomes available.*

22  
23 INTERROGATORY 8:

24 Identify each document relating to the complaint herein, particularly paragraphs 11 and  
25 12 of the Complaint to Recover Fraudulent Conveyance and the answer thereto.

26 ANSWER:

- 27 1. *Distribution Agreement between Soundtrack Studio, LLC and Trend Sound Promoters AMG,*  
28 *Corp.*
- 29 2. *Assignments of the licensing fees for 2013 between Soundtrack Studios, LLC and Lakeshore*  
30 *Enterprises. Invoice from Soundtrack Studio, LLC.*

- 1 3. Escrow documents for the purchase of the subject Property.
- 2 4. The PSA for the purchase of the subject property.
- 3 5. Documentation evidencing the wire transfer of the funds from the Bank of America Account.

4 *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*

5 *Interrogatory if new information becomes available.*

6

7 INTERROGATORY 9:

8 Identify each person who has knowledge of Lakeshore Enterprises Trust's formation,

9 governance or operations.

10 ANSWER:

11 *Volodymyr Pigida*

12 *Marina Bondarenko*

13 *Carol Werelius*

14 *Jay Werelius*

15 *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*

16 *Interrogatory if new information becomes available.*

17 DATED this 25<sup>th</sup> day of July, 2014.

18 THE RIGBY LAW FIRM

19 /s/ James Rigby

20 James Rigby, WSBA #9658

21 Of Attorneys for Plaintiff/Trustee

22

23

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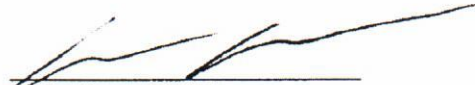


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**STATEMENT UNDER PENALTY OF PERJURY**

The undersigned certifies under the penalty of perjury that he is the defendant, a trustee of Lakeshore Enterprises Trust, that he has read the foregoing, knows the contents thereof, and believes the same to be true.

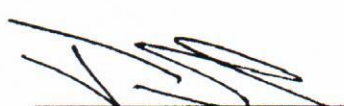
DATED this 25<sup>th</sup> day of August 2014.

  
Volodymyr Pigida

The undersigned has read the foregoing responses and objections to discovery requests and certifies they are in compliance with Rule 26(g), Fed. R. Civ. P. and Bankruptcy Rule 7026.

DATED this ~~25<sup>th</sup>~~<sub>26<sup>th</sup></sub> day of August 2014.

MDK LAW

  
Mark D. Kimball, WSBA #13146  
James P. Ware, WSBA #36799  
Of Attorneys for Defendants

**PLAINTIFF'S FIRST  
INTERROGATORIES**

140723gInt Page 9

**THE RIGBY  
LAW FIRM**  
600 Stewart  
Street, Suite  
1908  
Seattle, WA  
98101

# **EXHIBIT ‘F’**

IN THE UNITED STATES BANKRUPTCY COURT FOR THE  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

In re:	)	Chapter 7
	)	Bankruptcy No. 14-13193
TREND SOUND PROMOTER AMG CORP.,	)	
	)	
Debtor(s).	)	
<hr/>		
BANKRUPTCY ESTATE OF TREND	)	Adversary No. 14-01248
SOUND PROMOTER AMG CORP.,	)	
by and through Nancy James, Bankruptcy	)	
Trustee,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
VOLODIMYR PIGIDA and JANE DOE	)	PLAINTIFF'S FIRST
PIGIDA, husband and wife, and the marital	)	INTERROGATORIES
community comprised thereof, individually	)	<i>WITH ANSWERS AND</i>
and as trustee of the Lakeshore Enterprises	)	<i>OBJECTIONS THERETO</i>
Trust; and MARINA BONDARENKO and	)	
JOHN DOE BONDARENKO, wife and	)	
husband, and the marital community	)	
comprised thereof, individually and as trustee	)	
of the Lakeshore Enterprises Trust,	)	
	)	
Defendants.	)	
<hr/>		

TO: Nancy James on behalf of Bankruptcy Estate of Trend Sound Promoter AMG, Corp.

AND TO: James Rigby, her attorney.

Defendant states the following general objections to Plaintiff's First Set of Interrogatories. Any answers by Defendant to these First Set of Interrogatories are made subject to and without waiving any of the following general objections, which are incorporated into each and every answer and response.

In this matter, Defendant's investigation and discovery are continuing. As investigation and discovery proceed, witnesses, facts, documents, and other evidence may be disclosed or

1 learned that are not set forth hereinafter, but which may have been responsive to a First Set of  
2 Interrogatories propounded by Plaintiff if known at the time thereof. Facts and other evidence,  
3 although known, may be imperfectly understood and, accordingly, information may, in good faith,  
4 not be included in the following responses (the "Responses," and each individually, a "Response").  
5 Defendant reserves the right to supplement and amend its responses to these interrogatories.

6 Defendant reserves the right to refer to, conduct discovery with reference to or offer as  
7 evidence hereafter, such information that may have, in good faith, not been included in response to  
8 these interrogatories hereafter, despite their absence herein.

9 1. Defendant objects to any instructions and definitions set forth in the preamble to these  
10 interrogatories to the extent they seek information Defendant is not required to provide under the  
11 applicable Bankruptcy procedural rules or the Federal Rules of Civil Procedure and/or the local rules  
12 of the court in which this matter was filed.

13 2. Defendant objects to any instructions and definitions contained in the preamble to these  
14 interrogatories as overly broad, vague, confusing, burdensome and inconsistent with the under the  
15 applicable Bankruptcy procedural rules or the Federal Rules of Civil Procedure and/or the local  
16 rules of the court in which this matter was filed. Defendant will respond to the interrogatories in  
17 compliance with under the applicable Bankruptcy procedural rules or the Federal Rules of Civil  
18 Procedure and/or the local rules of the court in which this matter was filed and do not intend to be  
19 bound by any arbitrary instructions and definitions as stated in the preamble.

20 3. Defendant objects to each and every interrogatory insofar as it seeks information and/or  
21 identification of documents that is protected from disclosure by the attorney-client privilege and/or  
22 the work product doctrine, and/or other applicable privileges or doctrines. To the extent that  
23 Defendant inadvertently provides information and/or identify a document that may arguably be  
24 protected from disclosure by the attorney-client privilege and/or the work product doctrine, and/or  
25 other applicable privileges or doctrines, such inadvertent production does not constitute a waiver of  
any such privilege.

**PLAINTIFF'S FIRST  
INTERROGATORIES**  
140723dInt Page 2

**THE RIGBY LAW  
FIRM**  
600 Stewart Street,  
Suite 1908  
Seattle, WA 98101  
(206) 441-0826



1 4. Defendant objects to these interrogatories to the extent that they are overly broad, vague,  
2 ambiguous, unduly burdensome, oppressive and/or not reasonably calculated to lead to the  
3 discovery of admissible evidence.

4 5. Defendant objects to these interrogatories to the extent that they call for a “dress rehearsal”  
5 of trial and call for evidence upon which Defendants intend to rely to prove any fact or set of facts.  
6 *See Weber v. Biddle*, 72 Wn.2d 22, 29, 431 P.2d 705 (1967).

7 6. Defendant object to these interrogatories to the extent that they seek information and/or  
8 identification of documents which are already in Defendants’ possession, custody, or control, or are  
9 by reasons of public filing or otherwise, readily accessible to Defendants.

10 7. Defendant objects to these interrogatories to the extent that they seek information and/or  
11 identification of documents provided in confidence to Defendant by third parties, which embody  
12 material that is private, business confidential, proprietary, and/or a trade secret, and which he has  
13 agreed not to disclose or disseminate, on the ground that such information and/or documents are  
14 privileged and/or private.

15 8. Certain information may be produced in a form which indicates that information has been  
16 redacted on the ground that the matter was (a) irrelevant and not reasonably calculated to lead to the  
17 discovery of admissible evidence, and/or (b) protected by an applicable privilege and/or the work  
18 product doctrine.

19 9. Nothing herein shall be construed as an admission or waiver by Defendant of Defendant’s  
20 (a) rights respecting admissibility, competency, relevance, privilege, materiality, and/or  
21 authenticity of the information provided in the responses, documents identified in the responses, or  
22 the subject matter thereof; (b) objection due to vagueness, ambiguity, or undue burden; and (c)  
23 rights to object to the use of information provided in the Responses, documents identified in the  
24 Responses or the subject matter contained therein during a subsequent proceeding, including the  
25 trial of this or any other action.

Without waiving his objections, and subject to continuing investigation, Defendant responds  
as follows:

**PLAINTIFF'S FIRST  
INTERROGATORIES**  
140723dInt Page 3

Declaration of James Rigby-- Page 57

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Seattle, WA 98101  
(206) 441-0826

1                   INTERROGATORY 1:

2                   Identify each person who assists in the preparation of the answers to these  
3 interrogatories.

4                   ANSWER:

5  
6                   *James P. Ware—Counsel*  
7                   *Mark D. Kimball—Counsel*  
8                   *Marina Bondarenko—named Defendant*  
                    *Volodimir Pigida—named Defendant*

9                   *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*  
10                  *Interrogatory if new information becomes available.*

11  
12  
13  
14                  INTERROGATORY 2:

15                  Identify every trustee of defendant Lakeshore Enterprises Trust.

16                  ANSWER:

17  
18                  *Marina Bondarenko*  
19                  *Volodimir Pigida*

20                  *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*  
21                  *Interrogatory if new information becomes available.*

1                   INTERROGATORY 3:

2                   Describe your relationship with the debtor.     Specifically, state:

- 3                   a)     whether or not you have ever been a principal, officer, owner, shareholder or
- 4                             insider of the debtor;
- 5                   b)     the dates during which you held such relationship;
- 6                   c)     your duties and responsibilities to the debtor with respect to such relationship;
- 7                             and
- 8                   d)     your compensation for same.

9                   ANSWER:

10

11

12

13                   *Former President, CEO, and sole Shareholder.*

14                   *Volodymyr Pigida formed Trend Sound Promoter AMG Corp. and served as its President/CEO*

15                   *until the Trustee transferred this bankruptcy into a Chapter 7.*

16                   *Created the vision of the Trend Sound Promoter AMG Corp. He performed oversight of all*

17                   *activities except for the payment of taxes. TSP had a CPA who filed the taxes (federal and*

18                   *state) for TSP. He oversaw the design and development of the projects for TSP. He would be*

19                   *involved with any problems with the advertising partner. His primary responsibility was to*

20                   *ensure the continuation and expansion of TSP.*

21                   *His annual salary was \$42,000.00*

22

23

24

25                   *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*

*Interrogatory if new information becomes available.*



1  
2  
3 INTERROGATORY 4:

4 Describe your relationship to Lakeshore Enterprises Trust.

5 ANSWER:  
6

7 *Volodimyr Pigida is a trustee of Lakeshore Enterprises Trust and owns 50 units in the trust.*  
8

9 *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*  
10 *Interrogatory if new information becomes available.*  
11  
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14 INTERROGATORY 5:  
15

16 Describe all knowledge you hold regarding the allegation in paragraph 11 of the  
17 Complaint to Recover Fraudulent Conveyance, that on or about January 27, 2014, the debtor  
18 transferred by wire \$1,454,448.11 to Ticor Title Company for the purchase of real property.

19 ANSWER:  
20

21 *Trend Sound Promoter AMG, Corp. entered into a distribution agreement with Soundtrack*  
22 *Studio in 2012. The distribution agreement granted TSP the right to license music owned by*  
23 *Soundtrack Studio, LLC for resale. As part of that distribution agreement, TSP was to pay*  
24 *Soundtrack a quarterly licensing fee. The fee was calculated quarterly based upon a certain*  
25 *percentage of revenue TSP generated from the sale of licensing agreements. Additionally, the*  
*distribution agreement authorized SoundTrack Studio both to assign the licensing fee to*  
*whomever it chose and to delay payment of the quarterly fee if it chose to. The funds that were*  
*transferred were licensing fees owed to Soundtrack Studio, LLC from quarterly licensing fees*  
*that had accrued during 2013.*

*Discovery is ongoing. Defendant reserves the right to supplement the answer to this*  
*Interrogatory if new information becomes available.*

**PLAINTIFF'S FIRST  
INTERROGATORIES**

140723dInt Page 6

Declaration of James Rigby-- Page 60

THE RIGBY LAW  
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Seattle, WA 98101  
(206) 441-0826

1  
2  
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6 INTERROGATORY 6:

7 Identify each person who has knowledge concerning such transfer and the scope of their  
8 knowledge.

9 ANSWER:

10  
11 *Volodimir Pigida—Has knowledge regarding the amount that TSP owed SoundTrack Studios in*  
12 *Licensing fees.*

13 *Marina Bondarenko—Has general knowledge of the contractual relationship between TSP and*  
14 *SoundTrack Studios, LLC and the reason for the transfer of the funds.*

15 *Vated Duane—Bank of America Employee that facilitated in the wire transfer.*

16 *Agents at Ticor Title Company—Ticor handled the escrow.*

17 *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*  
18 *Interrogatory if new information becomes available.*

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**PLAINTIFF'S FIRST  
INTERROGATORIES**  
140723dInt Page 7

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Seattle, WA 98101  
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1                   INTERROGATORY 7:

2                   Describe your knowledge concerning paragraph 12 of the Complaint to Recover  
3                   Fraudulent Conveyance regarding the purchase of real property, and identify all persons who  
4                   have knowledge concerning that transaction.

5                   ANSWER:

6  
7                   *I served as co-trustee in the purchase of the subject property by Lakeshore Enterprises Trust. I*  
8                   *also selected the property because it could serve as a recording studio and a residence.*  
9                   *Furthermore, I had the funds transferred to Lakeshore as the assignee from Soundtrack Studio,*  
10                  *LLC.*

11                  *Persons with knowledge*  
12                  *Volodymyr Pigida*  
13                  *Marina Bondarenko*  
14                  *Valentin Gaifouline—realtor*  
15                  *Agent at Ticor Title*  
16                  *Agent at Escrow Services, Inc.*

17                  *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*  
18                  *Interrogatory if new information becomes available.*

19  
20  
21                   INTERROGATORY 8:

22                   Identify the source of funds used to purchase the real property described in paragraph 12  
23                   of the Complaint to Recover Fraudulent Conveyance.

24                   ANSWER:

25                   *On or about January 20, 2014, SoundTrack Studio, LLC assigned \$1,454,448.11 of licensing*  
                    *fees owed to Ticor Title. The purpose of the assignment was to purchase the subject property.*  
                    *The subject property is used as a studio, office, and residence. Soundtrack Studio, LLC uses the*



1 lower half of the property as an office/recording studio. The upper portion is used as a  
2 personal residence by Volodymyr Pigida. This arrangement was agreed to by Pigida and  
3 Soundtrack Studio, LLC. Because Soundtrack Studios had delayed payment of some of its  
4 licensing fees that had accrued in 2013, the amount assigned to Ticor Title was due and owing at  
5 the time of the assignment.

6  
7 Discovery is ongoing. Defendant reserves the right to supplement the answer to this  
8 Interrogatory if new information becomes available.

9  
10 INTERROGATORY 9:

11 Describe the reason for the transfer of funds from the debtor to Ticor Title Company as  
12 set forth in paragraph 11 of the Complaint to Recover Fraudulent Conveyance.

13 ANSWER:

14 First, the funds were due and owing to Soundtrack Studio, LLC. Therefore, it had the absolute  
15 right to assign the funds to Ticor Title per the terms of the distribution agreement. Second,  
16 Soundtrack Studio, LLC and Volodymyr Pigida agreed to have the funds transferred in order for  
17 Lakeshore Enterprises Trust to purchase the property.

18 Discovery is ongoing. Defendant reserves the right to supplement the answer to this  
19 Interrogatory if new information becomes available.

20 INTERROGATORY 10:

21 Describe the consideration received by the debtor for the transfer described in paragraph  
22 11 of the Complaint to Recover Fraudulent Conveyance.

23 ANSWER:

24 Soundtrack Studio licensed music to Trend Sound Promoter AMG, Corp. In exchange,  
25 Soundtrack Studio was to receive quarterly licensing fees that were based upon the revenue  
generated by Trend Sound Promoters AMG, Corp.'s relicensing of Soundtrack Studio, LLC's  
music.

**PLAINTIFF'S FIRST  
INTERROGATORIES**

140723dInt Page 9

THE RIGBY LAW  
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Seattle, WA 98101  
(206) 441-0826

1 *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*  
2 *Interrogatory if new information becomes available.*

3  
4  
5 INTERROGATORY 11:

6 Describe all knowledge you have regarding the debtor's solvency or insolvency on  
7 January 27, 2014, and identify every person who has any knowledge regarding the debtor's  
8 solvency or insolvency on that date.

9 ANSWER:

10 *On January 27, 2014 Trend Sound Promoter had 2,447,566.18 in its bank accounts. This*  
11 *closing balance was the balance after TSP paid SoundTrack Studio, LLC a portion of the*  
12 *licensing fees that were owed. TSP's monthly revenue around this time was well in*  
*excess of \$2,500,000.00. In January 2014 revenue was over \$6,000,000.00.*

13 *The parties who would have knowledge of Trend Sound Promoter AMG, Corp.'s solvency as of*  
14 *January 27, 2014 are the following:*  
15 *Volodymyr Pigida*  
*Vladimir Raskin, CPA*

16 *Discovery is ongoing. Defendant reserves the right to supplement the answer to this*  
17 *Interrogatory if new information becomes available.*

18  
19  
20  
21 DATED this 25<sup>th</sup> day of July, 2014.

22 THE RIGBY LAW FIRM

23  
24 /S/ James Rigby

25 James Rigby, WSBA #9658  
Of Attorneys for Plaintiff/Trustee

PLAINTIFF'S FIRST  
INTERROGATORIES  
140723dInt Page 10


THE RIGBY LAW  
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600 Stewart Street,  
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Seattle, WA 98101  
(206) 441-0826



1 **STATEMENT UNDER PENALTY OF PERJURY**

2 The undersigned certifies under the penalty of perjury that he is the defendant, that he has  
3 read the foregoing, knows the contents thereof, and believes the same to be true.


4 DATED this 25<sup>th</sup> day of August, 2014.

5  
6   
7 Volodymyr Pigida

8 The undersigned has read the foregoing responses and objections to discovery requests  
9 and certifies they are in compliance with Rule 26(g), Fed. R. Civ. P. and Bankruptcy Rule 7026.

10 DATED this 25<sup>th</sup> day of August, 2014..  
11 <sup>26<sup>th</sup></sup>

12 MDK LAW

13   
14 Mark D. Kimball, WSBA #13146  
15 James P. Ware, WSBA #36799  
16 Of Attorneys for Defendants  
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# **EXHIBIT “G”**

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7 **UNITED STATES BANKRUPTCY COURT FOR THE**  
8 **WESTERN DISTRICT OF WASHINGTON AT SEATTLE**

9 **In re:**

10 **TREND SOUND PROMOTER AMG CORP.,**  
11 **Debtors.**

**CHAPTER 7**  
**BANKRUPTCY NO. 14-13193**

**ADVERSARY NO. 14-01248**

12 **BANKRUPTCY ESTATE OF TREND SOUND**  
13 **PROMOTER AMG CORP, by and through**  
14 **Nancy James, Bankruptcy Trustee,**  
**Plaintiff,**

**DEFENDANT VOLODIMYR**  
**PIGIDA'S ANSWERS TO**  
**PLAINTIFF'S SECOND SET OF**  
**INTERROGATORIES**

15 **vs.**

16 **VOLODIMYR PIGIDA and JANE DOE PIGIDA,**  
17 **husband and wife and the marital community**  
18 **comprised thereof, individually and as trustee of**  
19 **Villa Property Company Trust; and MARINA**  
20 **BONDARENKO and JOHN DOE**  
21 **BONDARENKO, wife and husband, and the**  
22 **marital community comprised thereof,**  
23 **individually and as trustee of the Lakeshore**  
24 **Enterprises Trust,**

25 **Defendants.**

**TO: Nancy James on behalf of Bankruptcy Estate of Trend Sound Promoter AMG, Corp.**

**AND TO: James Rigby, her attorney.**

DEFENDANT'S ANSWER TO  
PLAINTIFF'S SECOND SET OF  
INTERROGATORIES - 1 -  
14-01248

*James v. Lakeshore Enterprises Trust*

Declaration of James Rigby-- Page 67

MDK | LAW  
777 108th Avenue Northeast, Suite 2170  
Bellevue, Washington 98004  
(425) 455-9610

1 Defendant states the following general objections to Plaintiff's First Set of Interrogatories.  
2 Any answers by Defendant to these First Set of Interrogatories are made subject to and without  
3 waiving any of the following general objections, which are incorporated into each and every answer  
4 and response.

5 In this matter, Defendant's investigation and discovery are continuing. As investigation and  
6 discovery proceed, witnesses, facts, documents, and other evidence may be disclosed or learned that  
7 are not set forth hereinafter, but which may have been responsive to a First Set of Interrogatories  
8 propounded by Plaintiff if known at the time thereof. Facts and other evidence, although known, may  
9 be imperfectly understood and, accordingly, information may, in good faith, not be included in the  
10 following responses (the "Responses," and each individually, a "Response"). Defendant reserves the  
11 right to supplement and amend its responses to these interrogatories.

12 Defendant reserves the right to refer to, conduct discovery with reference to or offer as evidence  
13 hereafter, such information that may have, in good faith, not been included in response to these  
14 interrogatories hereafter, despite their absence herein.

15 1. Defendant objects to any instructions and definitions set forth in the preamble to these  
16 interrogatories to the extent they seek information Defendant is not required to provide under the  
17 applicable Bankruptcy procedural rules or the Federal Rules of Civil Procedure and/or the local rules of  
18 the court in which this matter was filed.

19 2. Defendant objects to any instructions and definitions contained in the preamble to these  
20 interrogatories as overly broad, vague, confusing, burdensome and inconsistent with the under the  
21 applicable Bankruptcy procedural rules or the Federal Rules of Civil Procedure and/or the local rules  
22 of the court in which this matter was filed. Defendant will respond to the interrogatories in  
23 compliance with under the applicable Bankruptcy procedural rules or the Federal Rules of Civil  
24 Procedure and/or the local rules of the court in which this matter was filed and do not intend to be  
25 bound by any arbitrary instructions and definitions as stated in the preamble.

3. Defendant objects to each and every interrogatory insofar as it seeks information and/or  
identification of documents that is protected from disclosure by the attorney-client privilege and/or the



1 work product doctrine, and/or other applicable privileges or doctrines. To the extent that Defendant  
2 inadvertently provides information and/or identify a document that may arguably be protected from  
3 disclosure by the attorney-client privilege and/or the work product doctrine, and/or other applicable  
4 privileges or doctrines, such inadvertent production does not constitute a waiver of any such privilege.

5 4. Defendant objects to these interrogatories to the extent that they are overly broad, vague,  
6 ambiguous, unduly burdensome, oppressive and/or not reasonably calculated to lead to the discovery  
7 of admissible evidence.

8 5. Defendant objects to these interrogatories to the extent that they call for a “dress rehearsal” of  
9 trial and call for evidence upon which Defendants intend to rely to prove any fact or set of facts. *See*  
10 *Weber v. Biddle*, 72 Wn.2d 22, 29, 431 P.2d 705 (1967).

11 6. Defendant object to these interrogatories to the extent that they seek information and/or  
12 identification of documents which are already in Defendants’ possession, custody, or control, or are by  
13 reasons of public filing or otherwise, readily accessible to Defendants.

14 7. Defendant objects to these interrogatories to the extent that they seek information and/or  
15 identification of documents provided in confidence to Defendant by third parties, which embody  
16 material that is private, business confidential, proprietary, and/or a trade secret, and which he has agreed  
17 not to disclose or disseminate, on the ground that such information and/or documents are privileged  
18 and/or private.

19 8. Certain information may be produced in a form which indicates that information has been  
20 redacted on the ground that the matter was (a) irrelevant and not reasonably calculated to lead to the  
21 discovery of admissible evidence, and/or (b) protected by an applicable privilege and/or the work  
22 product doctrine.

23 9. Nothing herein shall be construed as an admission or waiver by Defendant of Defendant’s (a)  
24 rights respecting admissibility, competency, relevance, privilege, materiality, and/or authenticity of  
25 the information provided in the responses, documents identified in the responses, or the subject matter  
thereof; (b) objection due to vagueness, ambiguity, or undue burden; and (c) rights to object to the use

1 of information provided in the Responses, documents identified in the Responses or the subject matter  
2 contained therein during a subsequent proceeding, including the trial of this or any other action.

3 Without waiving his objections, and subject to continuing investigation, Defendant responds as  
4 follows:

5 INTERROGATORY 1:

6 ANSWER:

- 7
- 8 • *James P. Ware, counsel*
  - 9 • *Mark D. Kimball, counsel*
  - 10 • *Volodymyr Pigida c/o MDK Law*
  - 11 • *Marina Bondarenko c/o MDK Law*
  - 12 • *Vladimir Raskin, CPA.*

13 INTERROGATORY 2:

14 ANSWER:

15 *The Answer to this Interrogatory "may be determined by examining, auditing, compiling, abstracting,*  
16 *or summarizing" the business records of Soundtrack Studios, pursuant to Fed. R. Civ. P. 33(d),*  
17 *incorporated in this proceeding by Fed R. Bankr. P. 7033. See documents PIGIDA 2201-PIGIDA*  
*2263, PIGIDA 2264-PIGIDA 2275. Mr. Pigida will supplement his answer to this interrogatory by*  
*producing additional records after the Court enters a stipulated protective order.*

18 *Discovery is ongoing. Defendant reserves the right to supplement the answer to this Interrogatory if*  
19 *new information becomes available.*

20 INTERROGATORY 3:

21 ANSWER:

22 *A list of Debtor's creditors can be found in Docket Entry 1 in 14-13193-MLB. Because the Trustee is*  
23 *now in possession of Trend Sound Promoter's records, including but not limited to, the database of*  
24 *independent promoters found on the servers leased by Trend Sound Promoter, Mr. Pigida is not in*  
*possession of the data that corroborates the list of creditors found in 14-13193-MLB.*

25 *Discovery is ongoing. Defendant reserves the right to supplement the answer to this Interrogatory if*  
*new information becomes available.*

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3 INTERROGATORY 4:

4 ANSWER:  
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7 *Prior to the wire transfer of funds owed to Soundtrack Studio, the total balance of licensing fees as of*  
8 *January 27, 2014 was \$2,672,347.00. After the transfer, the amount TSP owed Soundtrack Studio for*  
9 *licensing fees was \$1,217,898.89. Please refer to Pigida 2243-Pigida 2256*

10 *Discovery is ongoing. Defendant reserves the right to supplement the answer to this Interrogatory if*  
11 *new information becomes available.*

12 INTERROGATORY 5:

13 ANSWER:  
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15 *Plaintiff is in possession of the data necessary to answer Interrogatory No. 5 as Plaintiff is in*  
16 *possession of the company's documents and records. Absent inspection of the corporate records*  
17 *Defendant cannot answer this Interrogatory. Critically, Defendants have requested a copy of the*  
18 *data stored on the servers leased by Trend Sound Promoter. After inspection of the corporate*  
19 *records, Defendant will supplement the answer to this interrogatory if necessary.*

20 *Discovery is ongoing. Defendant reserves the right to supplement the answer to this Interrogatory if*  
21 *new information becomes available.*

22 INTERROGATORY 6:

23 ANSWER:  
24  
25

26 *Yes, it is Defendant's position that Trend Sound Promoter was solvent on January 27, 2014 before*  
27 *the transfer of the subject funds and after the transfer of the subject funds. In December 2013 and*  
28 *January 2014, revenue from sources other than the sale of promoter packages was increasing*  
29 *substantially. From January 2014 through the beginning of March 2014, TSP generated*  
30 *approximately \$1,000,000.00 in music sales. These sales were in addition to revenue from other*  
31 *sources such as advertisers, etc.*

1 At the beginning of March 2014, however, the amount of traffic on the Internet that claimed Trend  
2 Sound Promoter was a hybrid pyramid/Ponzi scheme increased substantially. This was coupled with  
3 "anonymous" complaints to Trend Sound Promoter's advertising partners and to its financial  
4 institutions. Sometime in mid-March 2014, Bank of America froze Trend Sound's bank accounts and  
5 its merchant processing account. BoA stated that it froze the accounts because it received numerous  
6 calls/complaints that Trend Sound Promoter was a fraudulent business. In doing so, all revenue  
7 Trend Sound Promoter's was generating ceased. Critically, once TSP's merchant account was  
frozen, it could not conduct any sales. Music sales stopped, payments from advertising partners  
stopped, the ability to solicit new advertising partners, and to solicit new business partners stopped.  
In essence all revenue generating activities TSP oversaw stopped for three weeks. When BoA unfroze  
TSP's accounts in late March/early April 2014, it was apparent that Trend Sound Promoter simply  
could not revive its revenue sources. It was at that time it sought Chapter 11 protection.

8 Discovery is ongoing. Defendant reserves the right to supplement the answer to this Interrogatory if  
9 new information becomes available.

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11 INTERROGATORY 7:

12 ANSWER:

13  
14 Defendant objects to Interrogatory No. 7 to the extent it seeks a legal conclusion. Defendant  
15 prepared these documents with Marina Bondarenko and former corporate counsel for Trend Sound  
16 Promoter, Annette Mouton. Ms. Mouton was counsel for Trend Sound Promoter, not Defendant.  
17 Accordingly, the attorney-client privilege is Trend Sound Promoter's and now controlled by the  
18 Trustee. Defendant cannot answer this Interrogatory without consulting Ms. Mouton. Further,  
19 Defendant would need to refer to documents that are within the care, custody, and control of trustee.  
20 Critically, Defendants have requested a copy of the data stored on the servers leased by Trend Sound  
21 Promoter. After inspection of the corporate records, Defendant will supplement the answer to this  
22 interrogatory if necessary.

23 Discovery is ongoing. Defendant reserves the right to supplement the answer to this Interrogatory if  
24 new information becomes available.

25 INTERROGATORY 8:

Identify each document relating to the complaint herein, particularly paragraphs 11 and 12 of  
the Complaint to Recover Fraudulent Conveyance and the answer thereto.

ANSWER:



1  
2 Defendant objects to Interrogatory No. 8 to the extent it seeks a legal conclusion. Defendant  
3 prepared these documents with Marina Bondarenko and former corporate counsel for Trend Sound  
4 Promoter, Annette Mouton. Ms. Mouton was counsel for Trend Sound Promoter, not Defendant.  
5 Accordingly, the attorney-client privilege is Trend Sound Promoter's and now controlled by the  
6 Trustee. Defendant cannot answer this Interrogatory without consulting Ms. Mouton. Further,  
7 Defendant would need to refer to documents that are within the care, custody, and control of trustee.  
8 Critically, Defendants have requested a copy of the data stored on the servers leased by Trend Sound  
9 Promoter. After inspection of the corporate records, Defendant will supplement the answer to this  
10 interrogatory if necessary.

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12 Discovery is ongoing. Defendant reserves the right to supplement the answer to this Interrogatory if  
13 new information becomes available.

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INTERROGATORY 9:

ANSWER:

Yes, it is my contention that Trend Sound Promoter AMG, Corp was solvent on January 27, 2014 both before and after the transfer of the subject funds.

On a cash basis Trend Sound Promoter was solvent on January 27, 2014 both before and after the transfer.

Given historical trends, on an accrual basis Trend Sound Promoter was also solvent on January 27, 2014 both before and after the transfer of the subject funds.

Critically, in 2014 Trend Sound Promoter had one million dollars in sales for goods and services other than promoter packages. Further, Trend Sound Promoter was in the process of evaluating the performance of its independent promoters to determine whether to renew each contract once their 12 month contract expired. In doing so, Trend Sound Promoter was going to reduce its promoter costs because it intended to retain only those promoters who actually sought to generate additional revenue for TSP and not simply performing the minimum requirements. But for the events that transpired in March 2013, historical projections indicate that Trend Sound Promoter would have remained solvent and was in no danger of insolvency.

Discovery is ongoing. Defendant reserves the right to supplement the answer to this Interrogatory if new information becomes available.

1 INTERROGATORY 10:

2 ANSWER:

3  
4 *Yes. It is Defendant's contention that Trend Sound Promoter AMG, Corp.'s business model was not*  
5 *dependent on recruiting more independent promoters. Instead, Trend Sound Promoter's business*  
6 *model was dependent upon the retention of quality promoters and the expansion of its advertising*  
7 *partners and music partners. Beginning in late 2013/early 2014, Trend Sound Promoter saw a*  
8 *dramatic increase in revenue from advertising partners and from the sale of music. Critically, in*  
9 *early 2014 Trend Sound Promoter was contracting with numerous advertising partners and saw*  
10 *revenue of approximately \$1,000,000.00 from its advertising partners and the sale of music.*

11 *The documents that support Defendant's position are within the care, custody, and control of*  
12 *Plaintiff. The data that supports Defendant's position can be found on Trend Sound Promoter's*  
13 *servers that show, among other things, the sales of music and the companies with which Trend Sound*  
14 *Promoter contracted as advertising partners.*

15 *Persons with knowledge are:*

- 16 • *Volodymyr Pigida*
- 17 • *Marina Bondarenko*
- 18 • *Vladimir Raskin, CPA.*
- 19 • *Anatoly Lukyanov*
- 20 • *Marina Avdaev*

21 *Discovery is ongoing. Defendant reserves the right to supplement the answer to this Interrogatory if*  
22 *new information becomes available.*

23 INTERROGATORY 11:

24 ANSWER:

25 *Defendant objects to Interrogatory No. 8 to the extent it seeks a legal conclusion. Defendant*  
26 *prepared these documents with Marina Bondarenko and former corporate counsel for Trend Sound*  
27 *Promoter, Annette Mouton. Ms. Mouton was counsel for Trend Sound Promoter, not Defendant.*  
28 *Accordingly, the attorney-client privilege is Trend Sound Promoter's and now controlled by the*  
29 *Trustee. Defendant cannot answer this Interrogatory without consulting Ms. Mouton. Further,*  
30 *Defendant would need to refer to documents that are within the care, custody, and control of trustee.*  
31 *Critically, Defendants have requested a copy of the data stored on the servers leased by Trend Sound*  
32 *Promoter. After inspection of the corporate records, Defendant will supplement the answer to this*  
33 *interrogatory if necessary.*

1 *Discovery is ongoing. Defendant reserves the right to supplement the answer to this Interrogatory if*  
2 *new information becomes available.*

3 INTERROGATORY 12:

4 ANSWER:

5 *Defendant objects to Interrogatory No. 8 to the extent it seeks a legal conclusion. Defendant*  
6 *prepared these documents with Marina Bondarenko and former corporate counsel for Trend Sound*  
7 *Promoter, Annette Mouton. Ms. Mouton was counsel for Trend Sound Promoter, not Defendant.*  
8 *Accordingly, the attorney-client privilege is Trend Sound Promoter's and now controlled by the*  
9 *Trustee. Defendant cannot answer this Interrogatory without consulting Ms. Mouton. Further,*  
10 *Defendant would need to refer to documents that are within the care, custody, and control of trustee.*  
11 *Critically, Defendants have requested a copy of the data stored on the servers leased by Trend Sound*  
12 *Promoter. After inspection of the corporate records, Defendant will supplement the answer to this*  
13 *interrogatory if necessary.*

14 *Discovery is ongoing. Defendant reserves the right to supplement the answer to this Interrogatory if*  
15 *new information becomes available.*

16 INTERROGATORY 13:

17 ANSWER:

18 *The fair market value of the subject property is the purchasing price. Defendant Pigida utilizes*  
19 *approximately 50% of the property (the second floor) as a personal residence and Soundtrack Studio*  
20 *utilizes the ground floor as a recording studio.*

21 *Discovery is ongoing. Defendant reserves the right to supplement the answer to this Interrogatory if*  
22 *new information becomes available.*

23 INTERROGATORY 14:

24 ANSWER:

25 *Yes it is Defendant's contention that Trend Sound Promoter had adequate capital on January 27,*  
26 *2014. Please see Answer to Interrogatory No. 6.*

27 *Discovery is ongoing. Defendant reserves the right to supplement the answer to this Interrogatory if*  
28 *new information becomes available.*

29 INTERROGATORY 15:

30 ANSWER:

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2 *Defendant is unaware of any documents within his care, custody or control that has not been*  
3 *produced.*


4 *Discovery is ongoing. Defendant reserves the right to supplement the answer to this Interrogatory if*  
5 *new information becomes available.*  
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3 **STATEMENT UNDER PENALTY OF PERJURY**

4 The undersigned certifies under the penalty of perjury that he is the defendant, a trustee of  
5 Lakeshore Enterprises Trust, that he has read the foregoing, knows the contents thereof, and believes  
6 the same to be true.


7  
8 DATED this 8<sup>th</sup> day of December 2014.

9  
10  
11   
12 Volodymyr Pigida

13 The undersigned has read the foregoing responses and objections to discovery requests and  
14 certifies they are in compliance with Rule 26(g), Fed. R. Civ. P. and Bankruptcy Rule 7026.

15 DATED this 8<sup>th</sup> day of December 2014.

16 MDK LAW

17  
18   
19 James P. Ware, WSBA # 36799  
20 Of Attorneys for Defendants  
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